

Superior Financial Group (SFG)  
Community Express Application Guide  
October 31, 2007

## SBA EXPRESS BUSINESS LOAN APPLICATION

In order to provide you with the best possible service, please: 1) Print neatly in BLUE or BLACK ink.  
2) Complete the entire application, as unanswered or blank fields will cause delays.

T/A Provider:		Products/Services Sold:	
<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLC <input type="checkbox"/> CORPORATION   (PLEASE NOTE: Non-Profit Organizations Are Not Eligible For SBA Loans)			
Legal Name of Business (DBA)			
Mailing Address		County	Location Address
City		State	Zip
Business Phone #		Fax Number	Length of Time in Business
Federal Tax ID Number		E-Mail	Yrs.   Mos.
		Industry Experience	Average Monthly Sales
			Average Annual Sales (Last 3 Yrs.)
			\$   \$
			Business Web Address
			www
Principal #1 Percentage of Ownership _____ % DO YOU HAVE OWNERSHIP IN ANY OTHER COMPANIES/BUSINESSES? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, % owned? _____			
Last Name <input type="checkbox"/> Mr. <input type="checkbox"/> Ms.		First Name	Middle Initial
Residence Address		City	State   Zip
Residence Telephone #		Social Security Number	Driver's License Number
		State/Expiration Date	Total Liquid Assets/Cash in Bank
			\$
Principal #2 Percentage of Ownership _____ % DO YOU HAVE OWNERSHIP IN ANY OTHER COMPANIES/BUSINESSES? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, % owned? _____			
Last Name <input type="checkbox"/> Mr. <input type="checkbox"/> Ms.		First Name	Middle Initial
Residence Address		City	State   Zip
Residence Telephone #		Social Security Number	Driver's License Number
		State/Expiration Date	Total Liquid Assets/Cash in Bank
			\$
Guarantor #1			
Last Name <input type="checkbox"/> Mr. <input type="checkbox"/> Ms.		First Name	Middle Initial
Residence Address		City	State   Zip
Residence Telephone #		Social Security Number	Driver's License Number
		State/Expiration Date	Total Liquid Assets/Cash in Bank
			\$
Guarantor #2			
Last Name <input type="checkbox"/> Mr. <input type="checkbox"/> Ms.		First Name	Middle Initial
Residence Address		City	State   Zip
Residence Telephone #		Social Security Number	Driver's License Number
		State/Expiration Date	Total Liquid Assets/Cash in Bank
			\$
Applicant/Guarantor authorizes Lender/SBA and or Affiliates to investigate and confirm the information herein and hereby certifies that all information provided, including legal status, is true, correct and complete. Applicant/Guarantor hereby authorizes Lender/SBA and or affiliates to utilize credit bureau/reporting agencies and/or its own agents for purposes of verifying the accuracy of any information provided by Applicant/Guarantor and for purposes of assessing and monitoring applicants/borrowers credit status. Applicant/Guarantor authorizes that all credit bureau reporting agencies release any information they may have pertaining to Applicant/Guarantor to Lender/SBA or Affiliates. This application may only be modified as approved in writing by an authorized officer of the Lender. No other representative of Lender or affiliate is authorized to make any verbal or written modification to this application. By signing below I/We represent that the information presented on this application is complete and accurate, and that all loan proceeds will be used only for business related purposes.			
Signature of Borrower		Date	Signature of Guarantor
Signature of Borrower		Date	Signature of Guarantor

- Please leave this part of the application blank until you have selected a Technical Assistance Provider (TAP). Each TAP has a separate code that must be correctly annotated here. With Superior Financial Group you cannot apply for a loan without first seeing a TAP. To find a TAP nearest you, visit our website at the link provided in the e-mail you received after registering at [www.sba.gov/localresources/district/al/AL\\_CEL.html](http://www.sba.gov/localresources/district/al/AL_CEL.html). Under Products/Services Sold: briefly describe what you sell in the space provided.

2. Select the type of ownership. If you are a pure start-up, and you have not determined what your start up will be, then select what you are planning. If you need help deciding, then discuss this with your TAP during counseling. Check only one.
3. Legal Name of Business: Write the name of your business as it appears on the business license. If you are a Sole Proprietorship, then write in your legal name. The rest of the information in this block refers to your business MAILING address. If you do not have a business mailing address as of yet use your home address. This is where you get your business mail. This can be a PO Box.
4. DBA Name is doing business as. The rest of the information in this block is for the PHYSICAL address of your business as opposed to the mailing address you provided if different. The entire State of Alabama is a designated market for Community Express lending so your address here should reflect an Alabama address. If you do have a business location yet, then use your home address.
5. This is the phone, FAX, and e-mail contact information. This will be how the lender and TAP will contact you, so this contact information should be for the principal point of contact for this loan. Federal Tax ID Number is the business tax number obtained from the IRS.
6. Length of Time in Business is measured in years and months. This is the age of the business, not how long the current owner has had the business. If the owner acquired the business from someone else then the age of the business will be older than the length of time owned. Industry Experience is the length of time, in years and months, the majority owner of the business has in the industry related to the business type. Experience does not have to be ownership experience. If the applicant has management experience in this type of business it should be included in the total length of time. If the business has a website, the URL should be included under Business Web Address. Average Monthly Sales is the gross average monthly sales of the business. It should be the average of the most recent months and at a minimum can be the last fiscal quarter, but you can average over the last 12 month period. If the business has less than 3 months of operation leave this blank. Average Annual Sales (Last 3 Yrs) is self explanatory. If you have less then three years in business leave this blank.
7. Additional Household Income is the additional monthly income the applicant brings into the household above and beyond business related income and profit. There are spaces available for two individuals to record additional income. If there are more principals then the application will include as many additional copies of this application page needed to record all required individuals. Under Source of Income, in the space provided, briefly describe the source of this income (i.e. "Social Security", "Military Retired Pay", Additional Employment").
8. A Principal is anyone that owns 20% or more of the business, an officer, or board member of the company in accordance with the articles of incorporation. If the principal owns a percentage of the business they will indicate the percentage. If the principal owns another business, then they will answer YES. They will indicate the percentage ownership in this other firm. If the Principal owns more than two businesses, they will include the percentage ownership of the additional firm to which they hold the highest percentage stake. All principals will provide their name, residence information, telephone number, Social Security number, driver's license number (with expiration date), and date of birth. In addition, you are required to declare your residence status (own or rent). If you live with relatives and do not pay rent, then check rent. Also give the number of years and months you have been at

your current residence. You must also declare your total cash on hand. This information is required to do a complete credit evaluation and to determine if your cash on hand amount exceeds that which is allowable according to SBA policy. There is space for two principals. Attach additional pages of this application until you are able to declare all business principals if needed.

9. If you do not fit in the category above, but are otherwise attaching to the loan as a guarantor, then all of the information above in item 8 is required, except percentage ownership in the company.
10. If you are a principal sign and date here. Without a signature for each principal the application will not be taken by the lender.
11. If you are a guarantor sign here. As a reminder, if there are more than two principals or two guarantors, a continuation sheet will be used. You will not be required to fill all the information on continuation sheets as long as the information is sent altogether.



## SBAEXPRESS & COMMUNITYEXPRESS BORROWER INFORMATION FORM

(To be completed by each proprietor, partner, officer, director, holder of 20% or more of voting stock of a corporate applicant, any other person, including a hired manager, who has authority to speak for and commit the borrower in the management of the applicant business.)

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APPLICANT BUSINESS NAME: \_\_\_\_\_  
INDIVIDUAL NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
PLACE OF BIRTH (City & State or Foreign Country): \_\_\_\_\_  
CITIZENSHIP: \_\_\_\_\_ IF NOT U.S., TYPE OF VISA OR ALIEN REGISTRATION: \_\_\_\_\_

### ALL QUESTIONS MUST BE ANSWERED

- (1) Are you presently under indictment, on parole or probation? ..... Yes ☐ No ☐ 13  
(2) Have you ever been charged with or arrested for any criminal offense other than a minor vehicle violation (including offenses which have been dismissed, discharged, or nolle prosequi)? ..... Yes ☐ No ☐ 14  
(3) Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation including adjudication withheld pending probation for any criminal offense other than a minor vehicle violation? ..... Yes ☐ No ☐ 15  
(4) Has an application for the loan you are applying for now ever been submitted to SBA under any program? ..... Yes ☐ No ☐ 16  
(5) Are you presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency? ..... Yes ☐ No ☐ 17  
(6) If you are at least a 50% or more owner of applicant business, are you more than 60 days delinquent on any obligation to pay child support arising under an administrative order, court order, repayment agreement between the holder and a custodial parent, or repayment agreement between the holder and a state agency providing child support enforcement services? ..... Yes ☐ No ☐

If 'YES' to any above question, this application may not be submitted under SBAExpress procedures except according to the SBAExpress Program Guide, § 5.A.(5)(d). Please contact the local SBA office for assistance.

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- (7) Are any of your business' products or services exported, or do you plan to begin exporting as a result of this loan? ..... Yes ☐ No ☐ 19  
(8) If 'Yes' to (7) above, estimated total export sales this loan will support \$ \_\_\_\_\_

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- (9) Is your business a franchise? ..... Yes ☐ No ☐ 20  
(10) Have you, the business, or its affiliates ever requested government financing? ..... Yes ☐ No ☐

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- If Yes, is any of the financing currently delinquent? ..... Not Applicable ☐ Yes ☐ No ☐ 22  
(11) Have you, the business, or its affiliates had a previous SBA loan? ..... Yes ☐ No ☐

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- If yes, is the loan either current or paid in full? ..... Not Applicable ☐ Yes ☐ No ☐ 24  
(12) How many employees does your business have? \_\_\_\_\_ (13) How many jobs will be created by the new loan? \_\_\_\_\_

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- How many retained? \_\_\_\_\_  
(14) Did you or the business pay anyone to assist in preparation of this loan (packager, accountant, lawyer, etc.)? ..... Yes ☐ No ☐ 25  
(15) Will more than \$10,000 of the loan proceeds be used for construction? ..... Yes ☐ No ☐

The Small Business Administration is committed to insuring that all SBA programs are made available to business owners of all races. Furthermore, SBA has specified certain groups to target assistance (such as exporters or veterans). Please provide the information requested below. Your compliance is voluntary and will not affect the credit decision. It does help SBA determine how well certain groups are being served. Thank you for your cooperation.

- (16) Are you: ☐ African American ☐ Puerto Rican ☐ Native American ☐ Hispanic ☐ Asian, Pacific Islander ☐ Eskimo and Aleut ☐ Caucasian ☐ Multi-Ethnic 26

- (17) Are you a veteran of the United States Armed Forces? ..... Yes ☐ No ☐  
If yes, was service between June 1964 and August 1973? ..... Not Applicable ☐ Yes ☐ No ☐

Please read the following restrictions on the reverse of this form regarding use of federal financial assistance programs. If you understand them fully and agree to them, sign the end of this document. SBA is required to withhold or limit financial assistance, to impose special conditions on approved loans, to provide special notices to applicants or borrowers and to require special reports and data from borrowers in order to comply with legislation passed by the Congress and Executive Orders issued by the President and by the provisions of various inter-agency agreements. SBA has issued regulations and procedures that implement these laws and executive orders. These are contained in Parts 112, 113, and 117 of Title 13 of the Code of Federal Regulations and in Standard Operating Procedures.

12. Each principal in the business is required to complete the SBA Form 1919 which are pages 2 and 3 of this application. This is the personal information sheet and it is required to determine general eligibility for SBA lending. Write the business name, the name of the principal whose information is contained on this page, the title of the person in the business, social security number, date and place of birth. If you are a foreign national with a legal resident alien registration, or naturalized citizen, then write your county of birth, otherwise city and state. Also declare your citizenship. Your Visa and Resident Alien identification number can be found on your ID Card.

13. If you are currently under indictment, parole, or probation you will not qualify for SBA lending. If you check Yes you will be declined.

14. If you answer Yes to either of these questions the lender can not process your request for a Community Express loan. However, they will accept this application for an SBA Express loan which is a different program. You will need to fill out an SBA Form 912 – Statement of Personal History and submit this with your application. This is to ensure that the seriousness of the offense does not preclude participation in SBA loan programs. Answer Yes for arrest for any criminal offense other than minor vehicle violations. This includes any arrests you may have had as a minor regardless of the circumstances.
15. If you have already submitted a loan request to the lender, and the decision is currently in process, then you can not submit another application with this lender. Superior Financial Group allows the borrower to apply for an additional loan after 12 months, assuming the borrower is still qualified. The lender will not process your application if you answer Yes to this question.
16. If you answer Yes to this question your application for a Community Express loan cannot be processed. As described in item 15, depending on the nature of your status with any Federal Agency, you may qualify for SBA lending, but just not under this program.
17. If you answer Yes to this question you will not qualify for any SBA loan under any program. You must be current in all judgment debt, including alimony, child support, or administrative order to pay. This ONLY applies if the applicant is a 50% or greater owner in the company. If your equity stake in the company is less than 50%, then you will answer NO to this question, regardless of your current status in any settlement payment.
18. Do you export or plan to export any product outside the country? This information is required for SBA reporting. Answering question 7 either way does not effect the loan application. If you answered Yes in item 7, then estimate the export sales, if you answered No then leave blank.
19. Under question 9, if your business is a franchise, then the business should be in the SBA franchise registry. If your franchise is in the registry, then the SBA has already validated that sufficient control of the business is maintained by the owner. Go to the franchise registry website at [www.franchiseregistry.com](http://www.franchiseregistry.com) and click on “Registry” to look-up your franchise. If your franchise is not in the registry, the application will still be processed, but approval is contingent on Superior Financial Group approving the franchise agreement. The SBA no longer approves these agreements submitted by a potential borrower. To be included in the registry the franchise must make direct application to the SBA.
20. If the business or any of the principal applicants (all 20% or more owners, directors, or officers of the company) have ever used government loan programs before answer Yes. Government loan programs include Student Loans, Veteran’s Administration Home Loans, other SBA loans, and USDA loans. If you answered Yes to this question then answer if you are delinquent on any of these loans. If you ever defaulted on a guaranteed loan program which caused a loss to the Government the application can not be approved. Answering Yes to the last questions in this section is an automatic decline.
21. If you had an SBA loan in the past answer Yes. If the loan is current or paid in full, then answer Yes. A No response to the last question will disqualify you from an SBA loan. The SBA will not guarantee a loan if any principal of the business getting the loan is not current with any other SBA loan they may have.

22. Include the total number employed by the business as of the application date, including the owner. If you are a pure start-up and currently do not have any employees, then put the number of employees you expect to have when you start operating. Under question (13), write in the number of employees you plan to hire if this loan is approved. Also write in how many employees will be retained if the loan is approved. This is an estimate based on your planning. The only rule here is that the number of employees retained can not surpass the number of employees you have as of the application date.
23. The answer to question (14) should be No. Application assistance is free of charge provided by the SBA or one of our Technical Assistance providers. If any TAP has requested money directly from the borrower as a condition of approving the loan, then you should report this directly to the Lender Relations specialist in the SBA District Office where this business is located. In Alabama, the contact information can be found at the following web address: <http://www.sba.gov/al/> .
24. If more than \$10,000 will be used for construction, then the loan may fall into a different program category. These are working capital loans so money can be used for any reason provided it is business related, including construction costs. If construction adds value to owned property then you may qualify for a loan under more favorable interest rates. If you answer Yes to question (15) go to the District web site under Financing and contact one of our approved SBA lenders. The following link will take you to the list: <http://www.sba.gov/localresources/district/al/financing/index.html>
25. Superior Financial Group is an equal opportunity lender. Information on the ethnicity of principals is an important part of measuring SBA effectiveness in servicing all qualified applicants. By correctly providing this demographic information you are helping the SBA develop better marketing strategies for government guaranteed loan programs.
26. If you ever served in the Armed Forces in the reserves or on active duty, or if you are currently in the active or reserve forces you are considered a veteran for the purposes of SBA lending. The SBA definition of “Veteran” is much more liberal than you would need to qualify for a VA program. If you ever served on active duty for 1 day, even if that time was to conduct reserve drill or complete training, and your category of discharge was anything other than BCD or dishonorable, then you should answer Yes. If you are using your veteran status as qualifying criteria for the Community Express loan program you may be required to submit a copy of your DD-214 as evidence of status if you have been discharged. If you are currently serving, a copy of your LES will demonstrate proof of status. If you are an Alabama business then you qualify anyway so this evidence is not required. If you served between June of 1964 and August of 1973, you are considered a Vietnam Era veteran. Answering this question will assist the SBA in developing effective marketing strategies to reach our nations veterans.



**Freedom of Information Act (5 U.S.C. 552)** — This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will automatically be released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the name of borrowers (and their officers, directors, stockholder or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not be routinely made available to third parties.

**Privacy Act (5 U.S.C. 552a) — Information Collection - Authorities:** 15 USC 631, 634, & 636; 44 USC 3101; and PL 103-62.

**Principal Purposes:** Determine character and repayment ability; verify criminal history disclosure; and investigate/confirm no current or potential SBA law violation.

**Routine Uses:** Referral to Federal/State/local/foreign agency if current or potential legal violation indicated; to obtain credit reports on business, principals, and guarantors for loan origination/servicing/liquidation and for portfolio management and lender monitoring. See 69 Fed. Reg. 58598, 58617 (and as periodically amended) for more background and other routine uses.

**Nondisclosure:** Not providing a social security number may not affect any right, benefit or privilege, but providing it assists SBA in obtaining accurate information on you. Name and other personal identifier disclosures are, however, required for a benefit.

**Flood Disaster Protection Act (42 U.S.C. 4011)** — Regulations have been issued by the Federal Insurance Administration (FIA) and by SBA implementing this Act and its amendments. These regulations prohibit SBA from making certain loans in an FIA designated floodplain unless Federal Flood Insurance is purchased as a condition of the loan. Failure to maintain the required level of flood insurance makes the applicant ineligible for any financial assistance from SBA, including disaster assistance.

**Executive Orders — Floodplain Management and Wetland Protection (42 F.R. 26951 and 42 F.R. 26961)** — SBA discourages settlement in or development of a floodplain or a wetland. This statement is to notify all SBA loan applicants that such actions are hazardous to both life and property and should be avoided. The additional cost of flood preventive construction must be considered in addition to the possible loss of all assets and investments due to a future flood.

**Occupational Safety and Health Act (15 U.S.C. 651 et seq.)** — This legislation authorizes the Occupational Safety and Health Administration in the Department of Labor to require businesses to modify facilities and procedures to protect employees or pay penalty fees. Businesses can be forced to cease operations or be prevented from starting operations in a new facility. Therefore, SBA may require additional information from an applicant to determine whether the business will be in compliance with OSHA regulations and allowed to operate its facility after the loan is approved and disbursed. Signing this form as an applicant is certification that the OSHA requirements that apply to the applicant business have been determined and that the applicant, to the best of its knowledge, is in compliance. Furthermore, applicant certifies that it will remain in compliance during the life of the loan.

**Civil Rights Legislation** — All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. This includes making their goods and services available to handicapped clients or customers. All business borrowers will be required to display the "Equal Employment Opportunity Poster" prescribed by SBA.

**Equal Credit Opportunity Act (15 U.S.C. 1691)** — The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

**Executive Order 11738 — Environmental Protection (38 F.R. 251621)** — The Executive Order charges SBA with administering its loan programs in a manner that will result in effective enforcement of the Clean Air Act, the Federal Water Pollution Act and other environment protection legislation.

**Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles)** — These laws require SBA to collect aggressively any loan payments which become delinquent. SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may take one or more of the following actions: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice or other attorneys for litigation, or (6) foreclose on collateral or take other action permitted in the loan instruments.

**Immigration Reform and Control Act of 1986 (Pub. L. 99-603)** — If you are an alien who was in this country illegally since before January 1, 1982, you may have been granted lawful temporary resident status by the United States Immigration and Naturalization Service pursuant to the Immigration Reform and Control Act of 1986. For five years from the date you are granted such status, you are not eligible for financial assistance from the SBA in the form of a loan guaranty under Section 7(a) of the Small Business Act unless you are disabled or a Cuban or Haitian entrant. When you sign this document, you are making the certification that the Immigration Reform and Control Act of 1986 does not apply to you, or if it does apply, more than five years have elapsed since you have been granted lawful temporary resident status pursuant to such 1986 legislation.

**Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.)** — Borrowers using SBA funds for the construction or rehabilitation of a residential structure are prohibited from using lead-based paint (as defined in SBA regulations on all interior surfaces, whether accessible or not, and exterior surfaces, such as stairs, decks, porches, railing, window and doors, which are readily accessible to children under 7 years of age. A "residential structure" is any home, apartment, hotel, motel, orphanage, boarding school, dormitory, day care center, extended care facility, college or other school housing, hospital, group practice or community facility and all other residential or institutions structure where persons reside.

**Right to Financial Privacy Act of 1978 (12 U.S.C. 3401)** — This is notice to you as required by the Right to Financial Privacy Act of 1978, of SBA's access rights to financial records held by financial institutions that are or have been doing business with you or your business, including any financial institutions participating in a loan or loan guaranty. The law provides that SBA shall have a right of access to your financial records in connection with its consideration or administration of assistance to you in the form of a Government guaranteed loan. SBA is required to provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records, after which no further certification is required for subsequent accesses. The law also provides that SBA's access rights continue for the term of any approved loan guaranty agreement. No further notice to you of SBA's access rights is required during the term of any such agreement. The law also authorizes SBA to transfer to another Government authority any financial records included in an application for a loan, or concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

I have read the items above and I understand them. I agree to comply, whenever applicable, with the hazard insurance, lead-based paint, civil rights or other limitations in this notice. I agree that all SBA loan proceeds will be used only for business related purposes as specified in the loan application and, to the extent feasible, to purchase only American-made equipment and products. I realize that the penalty for knowingly making a false statement or overvaluing security to obtain a guaranteed loan from SBA is that I may be fined up to \$10,000 and/or be put in jail for up to 5 years under 18 USC §1001 and if submitted to a Federally insured institution, I may be fined up to \$1,000,000 and/or be put in jail for up to 20 years under 18 USC §1014. I authorize the SBA Office of Inspector General to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

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 Signature  Date

27. Please read the statement on the bottom of the application. To complete this portion of the application, sign and date. If the personal information section is not signed then the application can not be processed.



## NOTE AUTHORIZATION AGREEMENT

The undersigned hereby agrees: (1) to allow Superior Financial Group (SFG) to score my loan application and determine the maximum amount that I/we qualify for (up to the amount indicated by me/us below), and (2) to complete the note and related loan documents to reflect the actual amount of my loan and to date such documents as of the date of loan funding. I/We understand that SFG has not approved a loan to me/us of any amount at this time, and that interest will not be charged until the loan is approved and funded.

Initial in one box below the maximum amount you are applying for.

<b>28</b> → <b><u>Small Office Home Office Program</u></b> – Lower amounts best suited for smaller or newer businesses needing working capital. This program has <b>less stringent personal credit requirements</b> of the owners.	<b>\$5,000</b> – Approximate payments of \$72 per month* / no prepayment penalty Packaging service fee of \$450 / SFG pays the SBA Guarantee Fee <input type="checkbox"/>
	<b>\$7,500</b> – Approximate payments of \$109 per month* / no prepayment penalty Packaging service fee of \$450 / SBA Guarantee Fee of \$127.50 <input type="checkbox"/>
	<b>\$10,000</b> – Approximate payments of \$145 per month* / no prepayment penalty Packaging service fee of \$450 / SBA Guarantee Fee of \$170 <input type="checkbox"/>
	<b>\$12,500</b> – Approximate payments of \$181 per month* / no prepayment penalty Packaging service fee of \$450 / SBA Guarantee Fee of \$212.50 <input type="checkbox"/>
<b>29</b> → <b><u>Growth Accelerator Assistance Program</u></b> – Larger amounts for more established businesses seeking a quick source for working capital. Due to the larger amounts this program has <b>stricter credit requirements</b> .	<b>\$15,000</b> – Approximate payments of \$217 per month* / no prepayment penalty Packaging service fee of \$550 / SBA Guarantee Fee of \$255 <input type="checkbox"/>
	<b>\$20,000</b> – Approximate payments of \$290 per month* / no prepayment penalty Packaging service fee of \$550 / SBA Guarantee Fee of \$340 <input type="checkbox"/>
	<b>\$25,000</b> – Approximate payments of \$362 per month* / no prepayment penalty Packaging service fee of \$550 / SBA Guarantee Fee of \$425 <input type="checkbox"/>

\* - based on prime rate as of 4/1/2006. Your actual initial rate will be based on the prime rate at the time your application is approved by the SBA.

Select one option below by providing your initials.

**30** →

Initial \_\_\_\_\_ **OPTION 1:** If I/We qualify for a lower amount than the amount applied for as indicated above, I/We authorize SFG to fund the amount in any of the increments above (\$5K - \$25K).

Initial \_\_\_\_\_ **OPTION 2:** If I/We do not qualify for the amount requested above, please cancel my/our loan application.

My/Our signature(s) below certify that I/we have read, understand, acknowledge and accept this agreement.

**31** →

Signature of Borrower	Date	Signature of Guarantor	Date
Signature of Borrower	Date	Signature of Guarantor	Date

28. Under the Small Office Home Office Program, select the loan amount requested by checking the appropriate block. Superior Financial Group only makes loans in set values shown on this page. You can only check one amount.

29. Under the Growth Accelerator Assistance Program, you must have been in business for 2 years and you will be required to submit your business financials during this period. This is a Superior Financial Group policy, not SBA. Other Community Express lenders make loans over \$15,000 to new business.

30. Superior Financial Group makes loan determinations based on a scoring model. If you do not qualify for a loan at a certain level, you still might qualify for a lesser amount. If you want to be considered for a lesser amount than what you requested initial on the appropriate line, otherwise initial that you do not wish this consideration. **DO NOT** take this question lightly. Once you send in the application, when approved the loan **WILL** be disbursed. If you do not want a lesser amount than that requested then do not indicate here that you are willing to accept this. Once the loan is approved you may not have the opportunity to decline the loan for a lesser amount once Superior Financial Group approves the loan.
31. Each principal and guarantor must sign and date. If there are more than 2 use a continuation page leaving the information in items 28 thru 30 blank on the continuation sheets.

## INITIAL ASSESSMENT OF BORROWER

T/A Provider: \_\_\_\_\_ Business Name: \_\_\_\_\_  
 Consultation Date: \_\_\_\_\_ Done By: In Person ☐ Phone ☐ Internet ☐

### ASSESSMENT OF TECHNICAL ASSISTANCE NEEDS

PRIMARY NEEDS (from below)			SECONDARY NEEDS (from below)	
1st	2nd	3rd	4th	5th
#	#	#	#	#

- |   |  |
|---|--|
| 1. Accounting for a Business                        | 11. Market Analysis                          |
| 2. Bookkeeping                                      | 12. Marketing                                |
| 3. Business Plan                                    | 13. Minority Business Certification (SOMWBA) |
| 4. Computer / Operational                           | 14. Sales Training                           |
| 5. Credit Counseling                                | 15. Strategic Planning                       |
| 6. Financial Management                             | 16. Tax Services                             |
| 7. International Trade                              | 17. Working Capital Management               |
| 8. Inventory Control                                | 18. Point of Sale (POS) Training Assistance  |
| 9. Legal Assistance Permits/Licensing/Incorporation | 19. Non-Cash Payment Options                 |
| 10. Management (general)                            | 20. Other                                    |

Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_

### TECHNICAL ASSISTANCE ACTION PLAN

The Borrower and T/A Provider agree to perform the following actions to the best of their abilities and the lender agrees to support this action plan.

TA Need (#)	Action	Estimated Duration	Start Date	Completion Date

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Signature of Borrower			Name of Business			Date		
Signature of Lender			Superior Financial Group			Date		
Signature of T/A Provider			Name of T/A Organization			Date		
I understand that I receive paid for Technical Assistance from Lender with this loan.								
Signature of Borrower								

32. By signing this page you accept the conditions of the Technical Assistance agreement. This is required as a condition of receiving the loan. You will leave all the information on this page blank, since what is to be accomplished and recorded on this page is an agreement between the borrower and TAP counselor. With some minor exceptions interjected by the borrower based on SBA regulation and policy, what you and the TAP agree to is almost completely between you. This page signed by both the borrower and TAP counselor must be sent in with the application.

**SBA "EXPRESS" LOAN AGREEMENT/PROMISSORY NOTE**

Amount \$ \_\_\_\_\_ (subject to loan approval by "Lender")

For value received, the undersigned \_\_\_\_\_ ("Borrower") promises to pay to the order of Superior Financial Group, its successors and assigns, a California Limited Liability Corporation ("Lender"), at 165 Lennon Lane, Suite 101, Walnut Creek, CA 94598 or such other place as the Lender may designate in writing to the undersigned the principal sum of \_\_\_\_\_ together with interest thereon from date of funding of the loan. The interest on this Note will fluctuate. The initial interest rate is \_\_\_\_\_ % per year. This initial rate is the Prime Rate on the date SBA received the loan application, plus \_\_\_\_\_ %. Adjustments to the interest rate will be made on the first day of each calendar month to reflect the Prime Rate on such date. Borrower must pay principal and interest payments of \$ \_\_\_\_\_ every month beginning one month from the initial disbursement on this Note; payments must be made on the first calendar day in the months they are due. All remaining principal and accrued interest is due and payable 10 years from date of initial disbursement. Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note. The "Prime Rate" is the prime rate in effect on the first calendar day of the month as published in the Wall Street Journal or the financial periodical on the next business day.

**Effect of Variable Rate:** A change in the interest rate will change the amount of the final payment. Payments shall be applied first to accrued interest and the balance to principal. All or any part of the aforesaid principal sum may be prepaid at any time and from time to time without penalty. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must: (a) Give Lender written notice; (b) Pay all accrued interest; and (c) If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date Lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph "b", above. If Borrower does not prepay within 30 days from the date Lender receives notice, Borrower must give Lender a new note. Principal prepaid will not be refinanced. If the Guaranty Section of this Promissory Note is completed and signed this Promissory Note is also guaranteed by the Guarantor(s) named therein. In the event of any default by the Borrower in the payment of principal or interest when due or in the event of the suspension of business, insolvency, assignment for the benefit of creditors, filing or adjudication of bankruptcy or appointment of a receiver, or against the Borrower, the unpaid balance of the principal sum and other amounts owing under this Note shall at the option of the Lender become immediately due and payable and the amount then due shall accrue interest until payment in full at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less (the "Default Rate"). The Borrower and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and expressly consent and agree to each and any extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof. The Promissory Note is made and executed under, and is in all respects governed by, the laws of the State of California.

**Late Charge:** If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

**Security Interest - Borrower and Guarantor(s)**  
Borrower, and any Guarantor(s) of this Promissory Note signing the Guaranty Section below, acknowledge that all documents submitted in conjunction with this agreement are being submitted in order to induce a federally insured financial institution to extend credit and that submission of any false information herein may subject Borrower, Guarantor(s) or their principals to criminal prosecution, fine and/or imprisonment. To secure Borrower's performance under this agreement, and such Guarantor(s)' performance under any Guaranty hereof, Borrower and Guarantor(s) hereby grant pursuant to the California Uniform Commercial Code, to Lender a security interest in Borrower's and any and all Guarantor(s) deposit accounts, regardless of source, wherever found, standing in the name of Borrower or Guarantor(s), including any affiliated companies of Borrower or Guarantor(s) whether established or designated and maintained pursuant to this agreement or not, as well as in the proceeds of those deposits. In the event of default under this agreement, Borrower and Guarantor(s) stipulate (i) that all personal bank accounts standing in their names shall be subject to this agreement and ACH debit and (ii) all ACH debits, whether made against Borrower's account or Guarantor(s) personal accounts, shall bear a commercial account code designation (CCD) for purposes of electronic collection via the ACH system, and (iii) Borrower and/or Guarantor(s) irrevocably consent to Lender using any means available to locate such deposit accounts until such time as all amounts that are due have been satisfied. Lender may enforce this security interest as applicable by:

- Making immediate debit/charge via the ACH system (Code CCD) to any deposit account standing in the name in or names of Borrower and/or Guarantor(s) without notice or demand of any kind; and/or interrupting the electronic transmission of funds to any account through the Automated Clearing House (ACH) system;
- Freezing any of said accounts, without notice or demand of any kind, upon Lender's determination that the customer has breached any term of this agreement;
- Placing a receiver within Borrower's place of business without notice or bond to intercept and collect all income derived from customer's operation until such time as any indebtedness owed to bank arising under this agreement has been satisfied in full;
- Obtaining either a writ of attachment or a writ of possession without bond pertaining to Borrower and/or Guarantor(s)' personal property upon a showing of a presumption that customer has committed an act of fraud or is about to misappropriate funds to which it is not entitled. Borrower and Guarantor(s) shall provide any statement or notice that Lender determines to be necessary to preserve and protect this security interest. Borrower and/or Guarantor(s) granting of this security interest in no way limits Borrower's liability to Lender under this agreement;
- Filing any financing statement, notice or claim as Lender may deem appropriate to perfect or enforce the security interest granted hereunder.

**Events of Default**  
Borrower and/or Guarantor(s) shall be in default if Borrower and/or Guarantor(s) fail timely to observe and perform any covenants, conditions, requirements and agreements required to be observed or performed by Borrower or Guarantor(s) under this agreement, or in the event of the suspension of Borrower's business, insolvency, assignment for the benefit of creditors, filing or adjudication of bankruptcy, or appointment of a receiver or against the Borrower (an "Event of Default").

**Remedies upon Event of Default**  
At any time upon or following the occurrence of one or more of the Events of Default, Lender may, at its option, assert or avail itself of any one or more of the rights, powers, remedies and defenses conferred upon

Lender under the laws of the State of California, including the Uniform Commercial Code, which laws shall generally govern the construction and interpretation of this Agreement, or assert or avail itself of any one or more of the rights, powers, remedies and defenses conferred upon Lender under any other appropriate law or regulation, whether federal or state.

**Account**  
Borrower and/or Guarantor(s) will establish and maintain an account or accounts at an ACH receiving depository institution approved by Lender. Borrower and/or Guarantor(s) will maintain sufficient funds in the accounts to satisfy all obligations, including all fees contemplated by this Promissory Note. Borrower and/or Guarantor(s) irrevocably authorize Lender to debit said accounts for any fees and any other penalties or amounts owed under this agreement. In the event the accounts lack sufficient funds, Borrower and/or Guarantor(s) authorize Lender to debit via ACH without notice any bank account standing in their name(s). This agreement is the authorization required by N.A.C.H.A. to process ACH debits for obligations under this agreement for purposes of any kind and all financial institutions (FIDFI's). In addition, this agreement is also the authorization required by Visa USA or Mastercard International to process payments or a payoff so long as the loan is not considered to be in collection.

**Severability**  
The invalidity or unenforceability of any provision in this Agreement shall not cause any other provision to be invalid or unenforceable. This Promissory Note, together with any loan, security agreements or other instruments executed concurrently herewith constitutes the complete agreement of the parties respecting the credit extended to Borrower and supercedes any prior agreements, written or oral. It may not be modified, waived or altered, except in writing signed by the Lender.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note.

Signature of Principal or Corporate Officer \* \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Principal or Corporate Officer \* \_\_\_\_\_ Date \_\_\_\_\_

"Borrower warrants and represents that such signatories are authorized to take such action, and that if Borrower is other than a natural person, that such Promissory Note and the execution thereof have been approved by all corporate, partnership, limited liability company or other action required to make the obligations hereunder binding on Borrower.

**GUARANTY SECTION**

**Guarantors**

As a primary inducement to Lender to enter into this agreement with Borrower the Guarantor(s) executing this Guaranty Section ("Guaranty") below, whether by signing the Guaranty Section or by acknowledging consent by electronic means, jointly or severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Borrower of each of its duties and obligations to Lender pursuant to this Note, as it now exists or is amended from time to time, with or without notice and all other obligations described in Indebtedness Guaranteed below (the "Indebtedness"). Guarantor(s) understands further that Lender may proceed directly against Guarantor(s) without first exhausting its remedies against Borrower or any other person or entity responsible therefore to it or any security held by Lender. This Guaranty will not be discharged or affected by the death of the Guarantor(s), will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor Lender. Guarantor(s) understand that the inducement to Lender to extend credit to Borrower hereunder is consideration for this Guaranty, and that this Guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the Guaranty. This Guaranty is a payment guarantee and not a guarantee of collection only.

**Amount of Guaranty**

The amount of this Guaranty is limited to this note, inclusive of all interest, fees and charges associated with said note.

**Indebtedness Guaranteed**

The Indebtedness guaranteed by this Guaranty includes any and all of Borrowers indebtedness to Lender and is used in the most comprehensive sense and means and includes any and all of Borrowers liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including without limitation, all loans, advances, interest, costs, debts, overdraft, indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrowers, or any of them, and any present or future judgments against Borrowers, or any of them; and whether any such Indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety; whether recovery on the Indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the Indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

**Duration of Guaranty**

This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to any Guarantor or to Borrower, and will continue in full force until all Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and

33. Do not complete this document without the TAP present. This is the Promissory Note and must be sent in with the application. Follow the instructions of your TAP. Generally speaking the Amount \$ designated here will be the amount on the loan application.

34. The Business is the borrower. Record the name of the business receiving the loan in the space provided.

35. The TAP will complete this information and it will reflect the initial terms of the loan from the lender. As the note describes, these terms can change since this is a floating interest rate loan which tracks the Prime Rate. If the Prime goes up, then the interest payment of the debt will go up as well. However, this goes the other way as well, if the Prime rate drops. You can find the prime rate by going to the following website. This website is not controlled or

affiliated nor is providing this link an endorsement of the products and services offered by the administrators of this page, with the SBA or our counseling resource partners. We can not guarantee the content of this page. This link is only provided for information only:  
<http://www.moneycafe.com/library/prime.htm>

36. Every principal and guarantor must sign this note. If there are more than the spaces provided, then a note must be produced for the signature. The TAP will instruct you how to proceed based on the requirements of the lender.



satisfied and all of Guarantor(s)' other obligations under this Guaranty shall have been performed in full. If Guarantor(s) elect to revoke this Guaranty, Guarantor(s) may only do so in writing. Guarantor(s) written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to advances new Indebtedness created after actual receipt by Lender of Guarantor(s) written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. This Guaranty will continue to bind Guarantor(s) for all Indebtedness incurred by Borrower or committed by Lender prior to receipt of Guarantor(s)' written notice of revocation, including any extensions, renewals, substitutions or modifications of the Indebtedness. All renewals, extensions, substitutions, and modifications of the Indebtedness granted after Guarantor(s)' revocation, are contemplated under this Guaranty and, specifically will not be considered to be new Indebtedness. This Guaranty shall bind Guarantor's estate as to Indebtedness created both before and after Guarantor(s)' death or incapacity, regardless of Lender's actual notice of Guarantor(s)' death. Subject to the foregoing, Guarantor(s)' executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor(s) might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor(s) under this Guaranty. A revocation Lender receives from any one or more Guarantor(s) shall not affect the liability of any remaining Guarantors under this Guaranty.

#### Obligations of Married Persons

Any married person who signs this Guaranty hereby expressly agrees that recourse under this Guaranty may be had against both his or her separate property and community property.

#### Guarantor(s) Authorizes to Lender

Guarantor(s) authorize Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor(s)' liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrowers sureties, endorsees, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

#### Guarantor(s) Representations and Warranties

Guarantor(s) represent and warrant to Lender that (A) no representations or agreements of any kind have been made to Guarantor(s) which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor(s) have full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor(s) and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor(s); (E) Guarantor(s) have not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor(s)' assets, or any interest therein; (F) upon Lender's request, Guarantor(s) will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor(s) financial condition as of the date the financial information is provided; (G) Lender has made no representation to Guarantor(s) as to the creditworthiness of Borrower, and (H) Guarantor(s) have established adequate means of obtaining from Borrower on a continuing basis information regarding Borrowers financial condition. Guarantor(s) agree to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor(s)' risks under this Guaranty, and Guarantor(s) further agree that, absent a request for information, Lender shall have no obligation to disclose to Guarantor(s) any information or documents acquired by Lender in the course of its relationship with Borrower.

#### Guarantor(s) Waivers

Except as prohibited by applicable law, Guarantor(s) waive any right to require Lender to (A) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the Indebtedness default by Borrower or any other guarantor or surety, any action or nonaction taken by Borrower, Lender, or any other guarantor or surety of Borrower, or the creation of new or additional Indebtedness; (B) proceed against any person, including Borrower, before proceeding against Guarantor(s); (C) proceed against any collateral for the Indebtedness, including Borrower's collateral, before proceeding against Guarantor(s); (D) apply any payments or proceeds received against the Indebtedness in any order; (E) give notice of the terms, time, and place of any sale of the collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (F) disclose any information about the Indebtedness, the Borrower, the collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (G) pursue any remedy or course of action in Lender's power whatsoever.

Guarantor(s) also waive any and all rights or defenses arising by reason of (H) any disability or other defense of Borrower, any other guarantor or surety or any other person; (I) the cessation from any cause whatsoever, other than payment in full, of the Indebtedness; (J) the application of proceeds of the Indebtedness by Borrower for purposes other than the purposes understood and intended by Guarantor(s) and Lender; (K) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any other guarantor or surety, or the loss or release of any collateral by operation of law or otherwise; (L) any statute of limitations in any action under this Guaranty or on the Indebtedness; or (M) any modification or change in terms of the Indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the Indebtedness is due and any change in the interest rate, and including any such modification or change in terms after revocation of this Guaranty on Indebtedness incurred prior to such revocation.

Guarantor(s) waive all rights and any defenses arising out of an election of remedies by Lender even though that the election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor(s)' rights of subrogation and reimbursement against Borrower by operation of Section 580d of the California Code of Civil Procedure or otherwise.

Guarantor(s) waive all rights and defenses that Guarantor(s) may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may collect from Guarantor(s) without first foreclosing on any real or personal property collateral pledged by Borrower; (2) If Lender forecloses on any real property collateral pledged by Borrower: (a) the amount of Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; (b) Lender may collect from Guarantor(s) even if Lender, by foreclosing on the real property collateral, has destroyed any right Guarantor(s) may have to collect from Borrower. This is an unconditional waiver of any rights and defenses Guarantor(s) may have because Borrower's obligation is secured by real property. These rights and defenses include, but are not limited to, any rights and defenses based upon Section 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

Guarantor(s) understand and agree that the foregoing waivers are waivers of substantive rights and defenses to which Guarantor(s) might otherwise be entitled under state and federal law. The rights and defenses waived include, without limitation, those provided by California laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Guarantor(s) acknowledge that Guarantor(s) have provided these waivers of rights and defenses with the intention that they are fully relied upon by Lender. Until all Indebtedness is paid in full, Guarantor(s) waive any right to enforce any remedy Lender may have against the Borrower or any other guarantor, surety, or other person, and further, Guarantor(s) waive any right to participate in any collateral for the Indebtedness now or hereafter held by Lender.

In addition to the waivers set forth herein, if now or hereafter Borrower is or shall become insolvent and the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor(s) hereby forever waive and gives up in favor of Lender and Borrower, and Lenders and Borrower's respective successors, any claim or right to payment Guarantor(s) may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor(s) be or become a "creditor" of Borrower within the meaning of the Federal bankruptcy laws.

#### Right of Setoff

To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor(s)' accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor(s) hold jointly with someone else and all accounts Guarantor(s) may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor(s) authorize Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor(s) owe under the terms of this Guaranty.

#### Subordination of Borrower's Debt to Guarantor(s)

Guarantor(s) agree that the Indebtedness of Borrower to Lender, whether non existing or hereafter created, shall be superior to any claim that Guarantor(s) may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor(s) hereby expressly subordinate any claim Guarantor(s) may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor(s) shall be paid to Lender and shall be first applied by Lender to the Indebtedness of Borrower to Lender. Guarantor(s) hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor(s) shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor(s) agree, and Lender is hereby authorized, in the name of Guarantor(s), from time to time to execute and file financing statements and continuation statements and to execute such other documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

Signature of Individual Guarantor	Date
Signature of Individual Guarantor	Date

#### Miscellaneous Provisions

The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** The Guaranty and Promissory Note constitutes the entire understanding and agreement of the parties as to the matters set forth in the Guaranty and Promissory Note. No alteration or amendment to the Guaranty or Promissory Note shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If suit or action is instituted to collect, defend or enforce the Guaranty or Promissory Note, or any portion hereof or obligation of the Borrower or Guarantor(s) related hereto, the Borrower and Guarantor(s) promises to pay Lender such additional sum, as the court may adjudge as reasonable attorneys' fees and court costs in said proceedings, together with all other expenses incurred by Lender in connection therewith, including interest thereon at the Default Rate from the date such expenses were incurred by Lender.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under the Guaranty or Promissory Note unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of the Guaranty or Promissory Note shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of the Guaranty or Promissory Note. No prior waiver by Lender, nor any course of dealing between Lender, Borrower and/or Guarantor(s), shall constitute a waiver of any of Lender's rights or of any of Borrower or Guarantor(s)' obligations. Whenever the consent of Lender is required under the Guaranty or Promissory Note, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Jury Waiver.** Lender, Borrower and Guarantor(s) hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by either Lender, Borrower or Guarantor(s).

<b>LENDER</b>		
USE ONLY	Lender/Bank Approval	Date of Approval
Superior Financial Group By: _____		Authorized Signatory

5 (cont'd)

37. The Promissory Note is a two page document. Make sure you read and understand each page before signing. As described under item 36, all principals and guarantors are obligated to sign the note. All other information on this page will be completed by the lender.

Name of Business: \_\_\_\_\_

### LOAN PAYMENT AUTHORIZATION

The undersigned ("Borrower") has applied for a loan from Superior Financial Group ("Lender"). Per the SBA "Express" Loan Agreement/Promissory Note, lender requires payments from Borrower to be made automatically each month through the ACH system or other form of electronic transmission of funds. Below, borrower has provided the primary checking or savings account they elect payments to be withdrawn from. As a secondary source the borrower has provided a credit card account authorization in the event Lender is unsuccessful in receiving payments due from the checking or savings account provided.

Withdraw payments from the following checking/savings account:

NAME OF ACCOUNT: \_\_\_\_\_

TRANSIT ROUTING NUMBER: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

TYPE OF ACCOUNT: ☐ CHECKING or ☐ SAVINGS

NAME OF FINANCIAL INSTITUTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

If Lender is unsuccessful in withdrawing payments due on my/our loan from the account above, I/we authorize Lender to charge my/our following credit card account:

☐ MasterCard

☐ Visa

☐ American Express

Name on Credit Card Account: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

My/Our signature(s) below certify that I/we have read, understand, acknowledge and accept this agreement.

Signature of Borrower

Date

Signature of Guarantor

Date

Signature of Borrower

Date

Signature of Guarantor

Date

38. This is the loan payment authorization, with this form you are authorizing Superior Financial Group to directly draw from your business account. You must agree to automatic loan payment as a condition of the program. Under item 38, write in the business name.
39. All of this information included in this block must to provided. The NAME OF ACCOUNT must be the name as shown on the account. The TRANSIT ROUTING NUMBER is a 9 digit code that appears at the bottom of your checks and identifies the financial institution. This is typically the first 9 numbers on the long list of number on the bottom left of a check.



A detailed description of what this code is and where to find it is provided at the following link. The SBA, Lender, nor counseling resource partners endorse the services or products found on this website. This link is provided for information purposes only and the contents are not controlled by any organization related to this loan application:

[http://en.wikipedia.org/wiki/Routing\\_transit\\_number](http://en.wikipedia.org/wiki/Routing_transit_number) . The ACCOUNT NUMBER is typically the last 10 digits of the number shown on the bottom left of the check. The ROUTING NUMBER is the first 9 digits; the check number is the 4 digits between this and the ACCOUNT NUMBER which is the last 10. ADDRESS is the address of the financial institution.

40. In the event that the lender can not draw on the financial account, the borrower can authorize payment against an alternative credit option. Provide the details of this account in the space(s) provided.
41. Sign and date the agreements shown. This must be signed by all loan principals. If there are more than 2 principals and two guarantors than additional sheets of this page will be attached. Items 39 and 40 do not need to be filled out on continuation sheets provided all the signed copies from all principals are sent it with the same application.